

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

LAKE COUNTRY FOODS, INC.,
137 South Concord Road
Oconomowoc, WI 53066

Plaintiff,

v.

Case No. 1:19-CV-152

DESIGNER PROTEIN, LLC,
2355 Camino Vida Roble
Carlsbad, CA 92011

Defendant.

COMPLAINT

NOW COMES the Plaintiff, LAKE COUNTRY FOODS, INC., by and through its attorneys, GILL & GILL, S.C., and for its Complaint against the above-named Defendant, alleges and shows the Court as follows:

INTRODUCTION

1. This is a diversity action brought to collect sums due the Plaintiff for product manufactured in Wisconsin on Defendant's order and delivered to Defendant in California. The sum due and unpaid is \$263,291.87.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this controversy based on diversity of citizenship pursuant to 28 U.S.C. §1332, in that Plaintiff and Defendant are citizens of different

states and the matter in controversy exceeds \$75,000.

3. This Court has personal jurisdiction over Defendant based upon its continuing solicitation of Plaintiff's manufacture of products for it in the State of Wisconsin. Wisconsin Statutes §801.05(4).

4. This action is properly venued in this Court pursuant to 28 U.S.C. §1391(b)(1) because Defendant is deemed to be a resident of this district under 28 U.S.C. §1391(c)(2).

PARTIES

5. Plaintiff, Lake Country Foods, Inc., is a corporation incorporated under the laws of the State of Wisconsin, having its principal place of business in the State of Wisconsin, at 132 South Concord Road, Oconomowoc, Waukesha County, Wisconsin.

6. Defendant, Designer Protein, LLC, is, upon information and belief, a limited liability company organized under the laws of Delaware, with its principal place of business in the State of California, located at 2355 Camino Vida Roble, Carlsbad, California.

FACTUAL BACKGROUND

7. Plaintiff was, at all times relevant hereto, engaged in the business of manufacturing powder products containing whey protein, which products were purchased by Defendant for resale from its offices in California. All services and products delivered by Plaintiff to Defendant were based on purchase orders and direct agreements sent to Plaintiff by Defendant.

8. Between 2011 and 2018, Defendant regularly purchased the powder products

directly from Plaintiff, and it continued to do so until March of 2018 when Plaintiff was forced to close its business.

COUNT ONE

Breach of Contract

9. For its first cause of action against Defendant, Plaintiff realleges paragraphs 1 through 8 above as if fully set forth hereat, and further alleges as follows.

10. As of June 28, 2018, Defendant owed Plaintiff on account the sum of \$263,291.87, as specified in the statement attached hereto as Exhibit “A”.

11. The sums set forth on Exhibit “A” had previously been billed to Defendant without any objection thereto.

12. Despite due demand therefor, Defendant has failed and refused to pay the above sum or any part thereof.

WHEREFORE, Plaintiff respectfully requests the judgment of this Court as follows:

- (1) Entering a money judgment against Defendant and for Plaintiff in the sum of \$263,291.87;
- (2) Awarding prejudgment interest from and after April 12, 2018; and
- (3) Ordering such other and further relief as the Court may deem just and equitable.

JURY DEMAND

Plaintiff demands a trial by a jury of twelve.

Dated this 28th day of January, 2019.

GILL & GILL, S.C.

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